

of or in any way relating to the disputes or allegations of fact which were or could have been alleged in, or which are otherwise related to the Consolidated Proceeding. This Release is not intended and shall not be construed to bar any claim seeking to enforce any Parties' rights under this Agreement nor any claim which is expressly preserved pursuant to this Agreement. This Release is not intended to and shall not be construed to bar any claim against any person that has held interim or permanent operating authority to serve the Market during the pendency of the Consolidated Proceeding.

11. Further Assurances. The Parties will execute all such further and additional documents, if any, as shall be reasonable or desirable to carry out the provisions of this Agreement, and shall participate through counsel in any meetings with Commission staff as are reasonable or desirable to further the objectives of this Agreement.

12. Representations and Warranties. (a) The Parties represent and warrant, which representations and warranties shall survive the execution of this Agreement, that they each have full power and authority to execute and perform this Agreement and, to the best of their knowledge, their execution, delivery and performance of and compliance with the terms and provisions of this Agreement will not conflict with, result in a breach of, or cause a default under, any organizational agreement or any material agreements or instruments by which they are bound, nor will they

conflict with or violate any statute, law, rules, regulation, order, decree or judgment of any court or governmental authority which is binding upon them; (b) Petitioners represent and warrant that none of them nor any of their respective affiliates is now or ever has been a holder of interim or permanent operating authority in the Market.

13. Covenants of Grantee. Grantee affirmatively covenants that: (a) pending the making of the Payment, it shall not cause or allow to be caused an assignment or transfer of control of the Authorization or the sale of substantially all of the assets of the Grantee's business in the market or the assignment or transfer of any rights of Grantee with respect to the Authorization or the Application except for (i) a pro forma assignment or transfer of control, as those terms are defined by the Commission, in which the assignee or transferee, as the case may be, agrees in writing to assume the obligations of Grantee to Petitioners under this Agreement or (ii) an assignment, transfer of control or sale of assets to a third party pursuant to an agreement in which the third party acknowledges the obligations of Grantee to Petitioners under this Agreement and makes adequate provisions for required payments to be made to Petitioners at the consummation of the transaction contemplated by such agreement; (b) Grantee shall, within 5 business days after a Commission ruling approving this Agreement, or determining that no such approval is required, execute a promissory note in form and substance reasonably satisfactory to

the Petitioners as evidence of the obligation to make the Payment to Petitioners (c) Grantee covenants and agrees that no distribution of monies, whether derived from loans, operations or other sources, shall be made to the interestholders of Grantee while any portion of the Payment due Petitioners remains outstanding unless a simultaneous payment on the obligation to Petitioners is made in an amount greater than or equal to the aggregate amount of the payments to the interestholders of Grantee.

14. Covenants of Certain Petitioners. CFL, AALA and CAC, whose members have not been identified to Grantee, shall, within a reasonable time after execution of this Agreement by the Parties hereto, make a complete list of all their members available to a mutually agreeable third party (the "Custodian"). Such list shall identify any and all individuals or entities (together with all constituent participants in any such entity, including without limitation all officers, directors, partners or 5% or greater stockholders), and for any parent corporation or partnership with a 5% or greater ownership, which are now or ever have been members of CFL, AALA or CAC, in their own name or through any related or affiliated enterprise. The Custodian shall treat the list as confidential and not disclose the identity of the listed members and participants to any third party (including Grantee or Grantee's counsel), or include the list in any public document, except as provided in this paragraph. If an adverse filing is made against Grantee by a person which would constitute a violation of this

Agreement if made by a Petitioner, or if any person makes a solicitation to Grantee to do any sort of business which Grantee might not be inclined to pursue or accept if such person was a member or affiliate of CFL, AALA and CAC, Grantee shall be entitled to receive prompt written confirmation from the Custodian as to whether that person is a member or affiliate of CFL, AALA and CAC based upon the information supplied to the Custodian. Petitioners shall be obligated to pay the fees of the Custodian. Petitioners will provide to Grantee an affidavit certifying that the Custodian has been provided with all of the information required in this paragraph.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties governing the matters addressed. No prior agreement or representation, whether verbal or written, shall have any force or effect.

16. Remedies. In the event any Party initiates any proceeding or action to enforce rights or obligations under this Agreement, the prevailing Party in such proceeding or action shall be entitled to receive, in addition to such other relief as may be granted, a reimbursement of all costs incurred in connection with such proceeding or action, including reasonable attorneys fees.

17. Execution Procedures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement shall not be effective unless and until all Parties

have duly executed and delivered this Agreement. For purposes of this Agreement, the exchange of signature pages by facsimile transmission shall be deemed effective. The Parties acknowledge and agree that execution of this Agreement by counsel of record in the Consolidated Proceeding to a Party shall be deemed effective to bind such Party with the further understanding that such signature will be ratified by the signature of a principal of the Party within a reasonable time.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Parties' respective successors and permitted assigns.

19. Notices. Any notifications under this Agreement shall be deemed effective on the first business day after the date such notification is sent by hand delivery or by a nationally recognized overnight delivery carrier (e.g. Federal Express) to the counsel of record for such Party in the Consolidated Proceeding, provided however that any Party may, by written notice to all other Parties, change its identified representative for the receipt of notices.

IN WITNESS WHEREOF, the Parties, by their respective duly
authorized representatives, have executed this Agreement as of the
day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SIGNAL CELLULAR COMMUNICATIONS

By: Helen E Baker

Title: Managing General Partner

Date: July 2, 1997

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: Jeff A. Fin

Title: Partner

Date: 7/3/97

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SIGNAL CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: Thomas Domencich

Title: Partner

Date: 7-3-97

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SIGNAL CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: Signing Partner

Date: 16 July 1997

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SIGNAL CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

SIGNAL CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: C. Edward Massaro

Title: Officer of General Partner

Date: 7/24/97

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: [Signature]

Title: PRESIDENT

Date: 2/14/97

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SIGNAL CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

SIGNAL CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: W. J. J.

Title: Partner

Date: 7/2/97

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SIGNAL CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: *Don Gershenson*

Title: *President*

Date: *7-15-97*

Exhibit 1-N
Settlement Agreement Between Petitioners
and Jaybar Communications

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into as of the 31st day of July, 1997, by, among and between Jaybar Communications ("Licensee"), on the one hand, and Thomas Domencich ("Domencich"), the Committee for a Fair Lottery ("CFL"), Applicants Against Lottery Abuse ("AALA"), Miller Communications, Inc. ("Miller"), Skywave Partners, Inc. ("Skywave"), Buckhead Cellular Communications Partnership ("Buckhead"), Cellular Applicants' Coalition ("CAC") and ZDT Partnership ("ZDT") (collectively, Domencich, CFL, AALA, Miller, Skywave, Buckhead, CAC and ZDT are referred to as the "Petitioners"), on the other hand. Each signatory hereto is referred to separately herein as a "Party" and collectively the signatories are referred to as the "Parties" to this Agreement.

RECITALS

A. WHEREAS Licensee submitted the following application (the "Application") to the Federal Communications Commission (hereinafter, the "Commission" which term shall be deemed to include all Bureaus, Divisions, the Review Board and other delegates of authority thereof) for an authorization to provide Block A cellular services in the following Rural Service Area ("RSA") market (hereinafter the "Market"):

File No. 10042-CL-P-323-A-89
Market No. 323, Arizona 6 - Graham;

B. WHEREAS the Commission granted the Application for the Market and issued an authorization for Station KNKN 251 to Licensee (the "Authorization").

C. WHEREAS the Commission issued a Memorandum Opinion and Order, FCC 97-178, released June 3, 1997 (the "FCC Decision") in a consolidated proceeding (the "Consolidated Proceeding") where the qualifications of numerous applicants and licensees including Licensee, were in issue, which decision, inter alia, terminated a revocation proceeding with respect to the Authorization.

D. WHEREAS Petitioners are parties to the Consolidated Proceeding, have been adverse litigants with respect to the Authorization, and have certain rights of appeal (the "Appeal Rights") with respect to the FCC Decision;

E. WHEREAS Petitioners and Licensee desire to terminate their litigation and have agreed to compromise their respective claims and settle their differences; and

F. WHEREAS the Commission encourages the settlement of licensing disputes to mitigate the expenses and delays associated with litigation.

THEREFORE, it is agreed as follows:

1. Settlement Payment. Subject to the terms and conditions set forth below, Licensee agrees to pay Petitioners the sum of \$ 329,346.00 (the "Payment") in consideration for the relinquishment by Petitioners of their Appeal Rights with respect to the Authorization.

2. Commission Approval. The Parties agree, based upon the FCC Decision that the settlement of this Licensee Market does not require a ruling from the Commission approving the Agreement or the Payment. In the event any person challenges the portion of the FCC Decision which rules that the settlement of a licensee market does not require Commission approval, the Parties shall cooperate to oppose the challenge.

3. Payment Terms. The Payment shall be due and payable in immediately available funds on the earlier of (a) June 3, 1999 provided that the termination of the revocation proceeding as to the Authorization has become a Final Order; (b) the date of consummation of an assignment, transfer of control or a sale of Licensee's right, title and interest in and to the Authorization for the Market, whether or not the termination of the revocation proceeding as to the Authorization or of the subsequent assignment or transfer of control application is a Final Order; (c) the execution of a settlement agreement between Licensee and any third party pursuant to which Licensee agrees to relinquish its claims in the Consolidated Proceeding with respect to the Market, to turn in any Authorization or otherwise to abandon those rights it may have in the Market; or (d) the date on which the termination of the revocation proceeding becomes a Final Order if such date is after June 3, 1999. Interest shall accrue on unpaid sums at an annual rate of 10% from the date of this Agreement. Licensee shall be deemed relieved of the obligation to make the Payment if none of

the conditions set forth in subparagraphs 4(a)(b)(c) and (d) of this section are satisfied.

4. Most Favored Nation. If Petitioners agree to settle with another applicant or licensee that is a party to the Consolidated Proceeding at a price that is less than \$1.71 times the population of the newly settled RSA (calculated using the 1996 population figures compiled by Donaldson, Lufkin and Jenrette) then the Payment due to Petitioners by Licensee shall be reduced to an equivalent "per pop" figure based upon 192,600 market pops for the Market.

5. Forbearance of Petitioners. Except as otherwise explicitly contemplated by this Agreement, Petitioners shall not further oppose, object to, protest, petition against or otherwise comment adversely upon or seek reconsideration of, review or appeal the portion of the FCC Decision terminating the revocation proceeding as to the Authorization. In the event of further proceedings with respect to the Authorization before the Commission upon further review, before the U. S. Court of Appeals for the District of Columbia Circuit pursuant to appeal, or before an administrative law judge pursuant to remand, Petitioners agree, subject to the understandings otherwise set forth in this Agreement, that they shall take no adverse position with reference to the Authorization and the Licensee. Specifically, and without limitation, Petitioners shall not oppose, object to, protest, petition against or otherwise comment adversely upon any assertion

by which Licensee seeks to distinguish its factual and legal circumstances from those of the other applicants or licensees in the Consolidated Proceeding. Petitioners further agree that none of them shall oppose, object to, protest, petition against or otherwise comment adversely upon any major modification, assignment, transfer, point-to-point microwave, FCC Form 489 or any other applications, notifications or filings by Licensee respecting the Authorization and the Market before the Commission and any other regulatory or judicial forum whatsoever, provided that Licensee is not in breach of the terms of this Agreement.

6. Preserved Claims. This Agreement shall not bar Petitioners from continuing to fully and diligently prosecute positions adverse to applicants and licensees other than Licensee in the Consolidated Proceeding. To the extent that there are common issues of fact and/or of law respecting Licensee and other applicants or licensees in the Consolidated Proceeding, it shall not be considered a breach of this Agreement for Petitioners to advocate that such facts and law warrant the dismissal of the applications of such other applicants and/or the revocation of the authorizations of such other licensees, nor for Licensee to counter that such facts and law do not warrant the revocation of the Authorization. In this regard, Licensee acknowledges that it has been informed by Petitioners that they intend to seek reconsideration of the FCC Decision to the extent that such decision grants the applications, or terminates the revocation

proceeding, with regard to applicants or licensees who have not settled with the Petitioners.

7. Distribution of Settlement Proceeds. Licensee shall be deemed to have satisfied its payment obligations under this Agreement if it tenders the full amount then due by wire transfer or cashier's check to Paul, Hastings, Janofsky & Walker LLP as trustee, Bank of America, ABA#12100353, 525 South Flower Street, Los Angeles, CA 90071, account number 14599-04796 or such other law firm escrow account as the Petitioners may unanimously designate in writing to Licensee at least one business day prior to payment. The settlement proceeds shall be distributed among and between Petitioners pursuant to a separate agreement among them, and Petitioners shall indemnify Licensee and hold Licensee harmless with respect to any dispute among and between Petitioners regarding such distribution.

8. No Admissions. The Parties agree that this Agreement constitutes a compromise of disputed claims respecting the Authorization. Nothing contained herein is intended nor shall be construed as an admission by any Party of any fact, principle of law or of the validity of any claim of any other Party.

9. Mutual General Releases. Except as to such rights or claims as may be expressly created or preserved by this Agreement, each Party hereto, for its respective agents, employees, partners, principals, officers, directors, legal representatives, parent corporation, subsidiaries, affiliates, predecessors, successors,

and assigns, and for any partnerships, corporations, sole proprietorships or entities owned or controlled by it or under common control with it, as the case may be, forever and fully releases, remisses, quitclaims and forever discharges the other Parties hereto and those Parties' subsidiaries, affiliates, officers, directors, shareholders, employees, agents, lenders, investors, partners, limited partners, principals, representatives, parent corporations, insurers, sureties, attorneys, successors, and assignees, from any and all actions, causes of action, petitions to deny, objections, debts, sums of money, warranties, torts, injuries, losses, claims, demands, damages, attorneys' fees, costs, and other relief of any nature whatsoever whether known or unknown, whether in law, in equity, under any federal, state, or local laws, regulations, rules, or ordinances, including without limitation the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Communications Commission, before any courts, administrative agencies or departments, that the Parties ever had, now have, or hereafter can, shall or may have arising out of or in any way relating to the disputes or allegations of fact which were or could have been alleged in, or which are otherwise related to the Consolidated Proceeding. This Release is not intended and shall not be construed to bar any claim seeking to enforce any Parties' rights under this Agreement nor any claim which is expressly preserved pursuant to this Agreement. This Release is not intended to and shall not be construed to bar any

claim against any person other than Licensee that has held interim or permanent operating authority to serve the Market during the pendency of the Consolidated Proceeding, or any person that has previously petitioned at any time to dismiss or deny any of Licensee's modification applications.

10. Further Assurances. The Parties will execute all such further and additional documents, if any, as shall be reasonable or desirable to carry out the provisions of this Agreement, and shall participate through counsel in any meetings with Commission staff as are reasonable or desirable to further the objectives of this Agreement.

11. Representations and Warranties. (a) The Parties represent and warrant, which representations and warranties shall survive the execution of this Agreement, that they each have full power and authority to execute and perform this Agreement and, to the best of their knowledge, their execution, delivery and performance of and compliance with the terms and provisions of this Agreement will not conflict with, result in a breach of, or cause a default under, any organizational agreement or any material agreements or instruments by which they are bound, nor will they conflict with or violate any statute, law, rules, regulation, order, decree or judgment of any court or governmental authority which is binding upon them; (b) Petitioners represent and warrant that none of them nor any of their respective affiliates is now or ever has been a holder of interim or permanent operating authority

in the Market, nor has any of them previously petitioned to dismiss or deny any of Licensee's modification applications.

12. Covenants of Licensee. Licensee affirmatively covenants that: (a) pending the making of the Payment, it shall not cause or allow to be caused an assignment or transfer of control of the Authorization or the sale of substantially all of the assets of the Licensee's business in the market or the assignment or transfer of any rights of Licensee with respect to the Authorization except for (i) a pro forma assignment or transfer of control, as those terms are defined by the Commission, in which the assignee or transferee, as the case may be, agrees in writing to assume the obligations of Licensee to Petitioners under this Agreement or (ii) an assignment, transfer of control or sale of assets to a third party pursuant to an agreement in which the third party acknowledges the obligations of Licensee to Petitioners under this Agreement and makes adequate provisions for required payments to be made to Petitioners at the consummation of the transaction contemplated by such agreement; (b) Licensee shall, within 5 business days after a Commission ruling approving this Agreement, or determining that no such approval is required, execute a promissory note in form and substance reasonably satisfactory to the Petitioners as evidence of the obligation to make the Payment to Petitioners (c) Licensee covenants and agrees that no distribution of monies derived from loans shall be made to the interestholders of Licensee while any portion of the Payment due

Petitioners remains outstanding, and no distribution of monies derived from operations shall be made to the interestholders of Licensee while any portion of the Payment due Petitioners remains outstanding unless a simultaneous payment on the obligation to Petitioners is made in an amount greater than or equal to the aggregate of the payments to the interestholders of Licensee.

13. Covenants of Certain Petitioners. CFL, AALA and CAC, whose members have not been identified to Licensee, shall, within a reasonable time after execution of this Agreement by the Parties hereto, make a complete list of all their members available to a mutually agreeable third party (the "Custodian"). Such list shall identify any and all individuals or entities (together with all constituent participants in any such entity, including without limitation all officers, directors, partners or 5% or greater stockholders), and for any parent corporation or partnership with a 5% or greater ownership, which are now or ever have been members of CFL, AALA or CAC, in their own name or through any related or affiliated enterprise. The Custodian shall treat the list as confidential and not disclose the identity of the listed members and participants to any third party (including Licensee or Licensee's counsel), or include the list in any public document, except as provided in this paragraph. If an adverse filing is made against Licensee by a person which would constitute a violation of this Agreement if made by a Petitioner, or if any person makes a solicitation to Licensee to do any sort of business which Licensee

might not be inclined to pursue or accept if such person was a member or affiliate of CFL, AALA and CAC, Licensee shall be entitled to receive prompt written confirmation from the Custodian as to whether that person is a member or affiliate of CFL, AALA and CAC based upon the information supplied to the Custodian. Petitioners shall be obligated to pay the fees of the Custodian. Petitioners will provide to Licensee an affidavit certifying that the Custodian has been provided with all of the information required in this paragraph.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties governing the matters addressed. No prior agreement or representation, whether verbal or written, shall have any force or effect.

15. Remedies. In the event any Party initiates any proceeding or action to enforce rights or obligations under this Agreement, the prevailing Party in such proceeding or action shall be entitled to receive, in addition to such other relief as may be granted, a reimbursement of all costs incurred in connection with such proceeding or action, including reasonable attorneys fees.

16. Execution Procedures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement shall not be effective unless and until all Parties have duly executed and delivered this Agreement. For purposes of this Agreement, the exchange of signature pages by facsimile

transmission shall be deemed effective. The Parties acknowledge and agree that execution of this Agreement by counsel of record in the Consolidated Proceeding to a Party shall be deemed effective to bind such Party with the further understanding that such signature will be ratified by the signature of a principal of the Party within a reasonable time.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Parties' respective successors and permitted assigns.

18. Notices. Any notifications under this Agreement shall be deemed effective on the first business day after the date such notification is sent by hand delivery or by a nationally recognized overnight delivery carrier (e.g. Federal Express) to the counsel of record for such Party in the Consolidated Proceeding, provided however that any Party may, by written notice to all other Parties, change its identified representative for the receipt of notices.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

JAYBAR COMMUNICATIONS

By: Robert E. Sewell

Title: Jaybar Executive Committee

Date: 8/1/97

JAYBAR COMMUNICATIONS

By: Kevin Barnes

Title: Jaybar Executive Committee

Date: 8/1/97

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

JAYBAR COMMUNICATIONS

By: Allan K. Hammon

Title: Jaybar Executive Committee

Date: 8/1/97

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: [Signature]

Title: Partner

Date: 8/15/92

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: [Signature]

Title: Partner

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

JAYBAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: Thomas Domencich

Title: Partner

Date: August 1, 1997

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

JAYBAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: Contact Representative

Date: August 1, 1997

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

JAYBAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: Thomas Domencich

Title: Partner

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: Thomas Domencich

Title: Partner

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: C. Edward Hancock

Title: Officer of General Partner

Date: August 12, 1997

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

JAYBAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: *Anthony J. Walcott, Pres*

Title: *President*

Date: *8/15/97*

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

JAYBAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

JAYBAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: Thomas Domencich

Title: Partner

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: W. J. J. J.

Title: Partner

Date: 8/7/97

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

JAYBAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: *David Berkman*

Title: *President*

Date: *Aug 6 1997*

Exhibit 1-O

**Settlement Agreement Between Petitioners
and Satellite Cellular Systems**

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into as of the 1st day of July, 1997, by, among and between Satellite Cellular Systems ("Licensee"), on the one hand, and Thomas Domencich ("Domencich"), the Committee for a Fair Lottery ("CFL"), Applicants Against Lottery Abuse ("AALA"), Miller Communications, Inc. ("Miller"), Skywave Partners, Inc. ("Skywave"), Buckhead Cellular Communications Partnership ("Buckhead"), Cellular Applicants' Coalition ("CAC") and ZDT Partnership ("ZDT") (collectively, Domencich, CFL, AALA, Miller, Skywave, Buckhead, CAC and ZDT are referred to as the "Petitioners"), on the other hand. Each signatory hereto is referred to separately herein as a "Party" and collectively the signatories are referred to as the "Parties" to this Agreement.

RECITALS

A. WHEREAS Licensee submitted the following application (the "Application") to the Federal Communications Commission (hereinafter, the "Commission" which term shall be deemed to include all Bureaus, Divisions, the Review Board and other delegates of authority thereof) for an authorization to provide Block A cellular services in the following Rural Service Area ("RSA") market (hereinafter the "Market"):

File No. 10037-CL-P-318-A-89
Market No. 318, Arizona 1 - Mohave;

B. WHEREAS the Commission granted the Application for the Market and issued an authorization for Station KNKN 268 to Licensee (the "Authorization").

C. WHEREAS the Commission issued a Memorandum Opinion and Order, FCC 97-178, released June 3, 1997 (the "FCC Decision") in a consolidated proceeding (the "Consolidated Proceeding") where the qualifications of numerous applicants and licensees including Licensee, were in issue, which decision, inter alia, terminated a revocation proceeding with respect to the Authorization.

D. WHEREAS Petitioners are parties to the Consolidated Proceeding, have been adverse litigants with respect to the Authorization, and have certain rights of appeal (the "Appeal Rights") with respect to the FCC Decision;

E. WHEREAS Petitioners and Licensee desire to terminate their litigation and have agreed to compromise their respective claims and settle their differences; and

F. WHEREAS the Commission encourages the settlement of licensing disputes to mitigate the expenses and delays associated with litigation.

THEREFORE, it is agreed as follows:

1. Settlement Payment. Subject to the terms and conditions set forth below, Licensee agrees to pay Petitioners the sum of \$219,222.00 (the "Payment") in consideration for the relinquishment by Petitioners of their Appeal Rights with respect to the Authorization.

2. Commission Approval. The Parties agree, based upon the FCC Decision that the settlement of this Licensee Market does not require a ruling from the Commission approving the Agreement or the Payment. In the event any person challenges the portion of the FCC Decision which rules that the settlement of a licensee market does not require Commission approval, the Parties shall cooperate to oppose the challenge.

3. Payment Terms. The Payment shall be due and payable in immediately available funds on the earlier of (a) June 3, 1999 provided that the termination of the revocation proceeding as to the Authorization has become a Final Order; (b) the date of consummation of an assignment, transfer of control or a sale of Licensee's right, title and interest in and to the Authorization for the Market, whether or not the termination of the revocation proceeding as to the Authorization or of the subsequent assignment or transfer of control application is a Final Order; (c) the execution of a settlement agreement between Licensee and any third party pursuant to which Licensee agrees to relinquish its claims in the Consolidated Proceeding with respect to the Market, to turn in any Authorization or otherwise to abandon those rights it may have in the Market; or (d) the date on which the termination of the revocation proceeding becomes a Final Order if such date is after June 3, 1999. Interest shall accrue on unpaid sums at an annual rate of 10% from the date of this Agreement. Licensee shall be deemed relieved of the obligation to make the Payment if none of

the conditions set forth in subparagraphs 4(a)(b)(c) and (d) of this section are satisfied.

4. Most Favored Nation. If Petitioners agree to settle with another applicant or licensee that is a party to the Consolidated Proceeding at a price that is less than \$1.71 times the population of the newly settled RSA (calculated using the 1996 population figures compiled by Donaldson, Lufkin and Jenrette) then the Payment due to Petitioners by Licensee shall be reduced to an equivalent "per pop" figure based upon 128,200 market pops for the Market.

5. Forbearance of Petitioners. Except as otherwise explicitly contemplated by this Agreement, Petitioners shall not further oppose, object to, protest, petition against or otherwise comment adversely upon or seek reconsideration of, review or appeal the portion of the FCC Decision terminating the revocation proceeding as to the Authorization. In the event of further proceedings with respect to the Authorization before the Commission upon further review, before the U. S. Court of Appeals for the District of Columbia Circuit pursuant to appeal, or before an administrative law judge pursuant to remand, Petitioners agree, subject to the understandings otherwise set forth in this Agreement, that they shall take no adverse position with reference to the Authorization and the Licensee. Specifically, and without limitation, Petitioners shall not oppose, object to, protest, petition against or otherwise comment adversely upon any assertion

by which Licensee seeks to distinguish its factual and legal circumstances from those of the other applicants or licensees in the Consolidated Proceeding. Petitioners further agree that none of them shall oppose, object to, protest, petition against or otherwise comment adversely upon any major modification, assignment, transfer, point-to-point microwave, FCC Form 489 or any other applications, notifications or filings by Licensee respecting the Authorization and the Market before the Commission and any other regulatory or judicial forum whatsoever, provided that Licensee is not in breach of the terms of this Agreement.

6. Preserved Claims. This Agreement shall not bar Petitioners from continuing to fully and diligently prosecute positions adverse to applicants and licensees other than Licensee in the Consolidated Proceeding. To the extent that there are common issues of fact and/or of law respecting Licensee and other applicants or licensees in the Consolidated Proceeding, it shall not be considered a breach of this Agreement for Petitioners to advocate that such facts and law warrant the dismissal of the applications of such other applicants and/or the revocation of the authorizations of such other licensees, nor for Licensee to counter that such facts and law do not warrant the revocation of the Authorization. In this regard, Licensee acknowledges that it has been informed by Petitioners that they intend to seek reconsideration of the FCC Decision to the extent that such decision grants the applications, or terminates the revocation

proceeding, with regard to applicants or licensees who have not settled with the Petitioners.

7. Distribution of Settlement Proceeds. Licensee shall be deemed to have satisfied its payment obligations under this Agreement if it tenders the full amount then due by wire transfer or cashier's check to Paul, Hastings, Janofsky & Walker LLP as trustee, Bank of America, ABA#12100358, 525 South Flower Street, Los Angeles, CA 90071, account number 14599-04796 or such other law firm escrow account as the Petitioners may unanimously designate in writing to Licensee at least one business day prior to payment. The settlement proceeds shall be distributed among and between Petitioners pursuant to a separate agreement among them, and Petitioners shall indemnify Licensee and hold Licensee harmless with respect to any dispute among and between Petitioners regarding such distribution.

8. No Admissions. The Parties agree that this Agreement constitutes a compromise of disputed claims respecting the Authorization. Nothing contained herein is intended nor shall be construed as an admission by any Party of any fact, principle of law or of the validity of any claim of any other Party.

9. Mutual General Releases. Except as to such rights or claims as may be expressly created or preserved by this Agreement, each Party hereto, for its respective agents, employees, partners, principals, officers, directors, legal representatives, parent corporation, subsidiaries, affiliates, predecessors, successors,

and assigns, and for any partnerships, corporations, sole proprietorships or entities owned or controlled by it or under common control with it, as the case may be, forever and fully releases, remisses, quitclaims and forever discharges the other Parties hereto and those Parties' subsidiaries, affiliates, officers, directors, shareholders, employees, agents, lenders, investors, partners, limited partners, principals, representatives, parent corporations, insurers, sureties, attorneys, successors, and assignees, from any and all actions, causes of action, petitions to deny, objections, debts, sums of money, warranties, torts, injuries, losses, claims, demands, damages, attorneys' fees, costs, and other relief of any nature whatsoever whether known or unknown, whether in law, in equity, under any federal, state, or local laws, regulations, rules, or ordinances, including without limitation the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Communications Commission, before any courts, administrative agencies or departments, that the Parties ever had, now have, or hereafter can, shall or may have arising out of or in any way relating to the disputes or allegations of fact which were or could have been alleged in, or which are otherwise related to the Consolidated Proceeding. This Release is not intended and shall not be construed to bar any claim seeking to enforce any Parties' rights under this Agreement nor any claim which is expressly preserved pursuant to this Agreement. This Release is not intended to and shall not be construed to bar any

claim against any person other than Licensee that has held interim or permanent operating authority to serve the Market during the pendency of the Consolidated Proceeding, or any person that has previously petitioned at any time to dismiss or deny any of Licensee's modification applications.

10. Further Assurances. The Parties will execute all such further and additional documents, if any, as shall be reasonable or desirable to carry out the provisions of this Agreement, and shall participate through counsel in any meetings with Commission staff as are reasonable or desirable to further the objectives of this Agreement.

11. Representations and Warranties. (a) The Parties represent and warrant, which representations and warranties shall survive the execution of this Agreement, that they each have full power and authority to execute and perform this Agreement and, to the best of their knowledge, their execution, delivery and performance of and compliance with the terms and provisions of this Agreement will not conflict with, result in a breach of, or cause a default under, any organizational agreement or any material agreements or instruments by which they are bound, nor will they conflict with or violate any statute, law, rules, regulation, order, decree or judgment of any court or governmental authority which is binding upon them; (b) Petitioners represent and warrant that none of them nor any of their respective affiliates is now or ever has been a holder of interim or permanent operating authority

in the Market, nor has any of them previously petitioned to dismiss or deny any of Licensee's modification applications.

12. Covenants of Licensee. Licensee affirmatively covenants that: (a) pending the making of the Payment, it shall not cause or allow to be caused an assignment or transfer of control of the Authorization or the sale of substantially all of the assets of the Licensee's business in the market or the assignment or transfer of any rights of Licensee with respect to the Authorization except for (i) a pro forma assignment or transfer of control, as those terms are defined by the Commission, in which the assignee or transferee, as the case may be, agrees in writing to assume the obligations of Licensee to Petitioners under this Agreement or (ii) an assignment, transfer of control or sale of assets to a third party pursuant to an agreement in which the third party acknowledges the obligations of Licensee to Petitioners under this Agreement and makes adequate provisions for required payments to be made to Petitioners at the consummation of the transaction contemplated by such agreement; (b) Licensee shall, within 5 business days after a Commission ruling approving this Agreement, or determining that no such approval is required, execute a promissory note in form and substance reasonably satisfactory to the Petitioners as evidence of the obligation to make the Payment to Petitioners (c) Licensee covenants and agrees that no distribution of monies derived from loans shall be made to the interestholders of Licensee while any portion of the Payment due

Petitioners remains outstanding, and no distribution of monies derived from operations shall be made to the interestholders of Licensee while any portion of the Payment due Petitioners remains outstanding unless a simultaneous payment on the obligation to Petitioners is made in an amount greater than or equal to the aggregate of the payments to the interestholders of Licensee.

13. Covenants of Certain Petitioners. CFL, AALA and CAC, whose members have not been identified to Licensee, shall, within a reasonable time after execution of this Agreement by the Parties hereto, make a complete list of all their members available to a mutually agreeable third party (the "Custodian"). Such list shall identify any and all individuals or entities (together with all constituent participants in any such entity, including without limitation all officers, directors, partners or 5% or greater stockholders), and for any parent corporation or partnership with a 5% or greater ownership, which are now or ever have been members of CFL, AALA or CAC, in their own name or through any related or affiliated enterprise. The Custodian shall treat the list as confidential and not disclose the identity of the listed members and participants to any third party (including Licensee or Licensee's counsel), or include the list in any public document, except as provided in this paragraph. If an adverse filing is made against Licensee by a person which would constitute a violation of this Agreement if made by a Petitioner, or if any person makes a solicitation to Licensee to do any sort of business which Licensee

might not be inclined to pursue or accept if such person was a member or affiliate of CFL, AALA and CAC, Licensee shall be entitled to receive prompt written confirmation from the Custodian as to whether that person is a member or affiliate of CFL, AALA and CAC based upon the information supplied to the Custodian. Petitioners shall be obligated to pay the fees of the Custodian. Petitioners will provide to Licensee an affidavit certifying that the Custodian has been provided with all of the information required in this paragraph.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties governing the matters addressed. No prior agreement or representation, whether verbal or written, shall have any force or effect.

15. Remedies. In the event any Party initiates any proceeding or action to enforce rights or obligations under this Agreement, the prevailing Party in such proceeding or action shall be entitled to receive, in addition to such other relief as may be granted, a reimbursement of all costs incurred in connection with such proceeding or action, including reasonable attorneys fees.

16. Execution Procedures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement shall not be effective unless and until all Parties have duly executed and delivered this Agreement. For purposes of this Agreement, the exchange of signature pages by facsimile

transmission shall be deemed effective. The Parties acknowledge and agree that execution of this Agreement by counsel of record in the Consolidated Proceeding to a Party shall be deemed effective to bind such Party with the further understanding that such signature will be ratified by the signature of a principal of the Party within a reasonable time.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Parties' respective successors and permitted assigns.

18. Notices. Any notifications under this Agreement shall be deemed effective on the first business day after the date such notification is sent by hand delivery or by a nationally recognized overnight delivery carrier (e.g. Federal Express) to the counsel of record for such Party in the Consolidated Proceeding, provided however that any Party may, by written notice to all other Parties, change its identified representative for the receipt of notices.

JUL-JUL 02 '97 01:01PM BROWN NIETERT&KAUFMAN, CHARTERED

NO.639

P.14/14

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SATELLITE CELLULAR SYSTEMS

By: Betty ThompsonTitle: BETTY THOMPSON
Managing PartnerDate: July 2, 1997

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: Samuel A. Lewis, Jr.

Title: Partner

Date: 7/3/97

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SATELLITE CELLULAR SYSTEMS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: Thomas Domencich

Title: Partner

Date: 7-3-97

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SATELLITE CELLULAR SYSTEMS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: George King
Signing Partner

Date: 16 July 1987

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SATELLITE CELLULAR SYSTEMS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: C. Edward Houscorb

Title: Officer of General Partner

Date: 7/27/97

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SATELLITE CELLULAR SYSTEMS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: Tom Wilcox Pres

Title: PRESIDENT

Date: 7/14/97

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SATELLITE CELLULAR SYSTEMS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

SATELLITE CELLULAR SYSTEMS

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: [Signature]

Title: Partner

Date: 7/2/97

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

SATELLITE CELLULAR SYSTEMS

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: *Thomas Domencich*

Title: *President*

Date: *7-15-97*

Exhibit 1-P
Settlement Agreement Between Petitioners
and Alee Cellular Communications

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into as of the 12th day of May, 1998, by, among and between Alee Cellular Communications ("Licensee"), on the one hand, and Thomas Domencich ("Domencich"), the Committee for a Fair Lottery ("CFL"), Applicants Against Lottery Abuse ("AALA"), Miller Communications, Inc. ("Miller"), Skywave Partners, Inc. ("Skywave"), Buckhead Cellular Communications Partnership ("Buckhead"), Cellular Applicants' Coalition ("CAC") and ZDT Partnership ("ZDT") (collectively, Domencich, CFL, AALA, Miller, Skywave, Buckhead, CAC and ZDT are referred to as the "Petitioners"), on the other hand. Each signatory hereto is referred to separately herein as a "Party" and collectively the signatories are referred to as the "Parties" to this Agreement.

RECITALS

A. WHEREAS Licensee submitted the following application (the "Application") to the Federal Communications Commission (hereinafter, the "Commission" which term shall be deemed to include all Bureaus, Divisions, the Review Board and other delegates of authority thereof) for an authorization to provide Block A cellular services in the following Rural Service Area ("RSA") market (hereinafter the "Market"):

File No. 10074-CL-P-555-A-88
Market No. 555, New Mexico 3, Catron

B. WHEREAS the Commission granted the Application for the Market and issued an authorization for Station KNKN 271 to Licensee (the "Authorization").

C. WHEREAS the Commission issued a Memorandum Opinion and Order, FCC 97-178, released June 3, 1997 (the "FCC Decision") in a consolidated proceeding (the "Consolidated Proceeding") where the qualifications of numerous applicants and licensees including Licensee, were in issue, which decision, inter alia, revoked the Authorization.

D. WHEREAS Petitioners are parties to the Consolidated Proceeding, have been adverse litigants with respect to the Authorization, and have certain rights of appeal (the "Appeal Rights") with respect to the FCC Decision;

E. WHEREAS Petitioners and Licensee desire to terminate their litigation and have agreed to compromise their respective claims and settle their differences; and

F. WHEREAS the Commission encourages the settlement of licensing disputes to mitigate the expenses and delays associated with litigation.

THEREFORE, it is agreed as follows:

1. Settlement Payment. Subject to the terms and conditions set forth below, Licensee agrees to pay Petitioners the sum of \$ 67,200.00 (the "Payment") in consideration for the relinquishment by Petitioners of their Appeal Rights with respect to the Authorization.

2. Commission Approval. The Parties agree, based upon the FCC Decision that the settlement of this Licensee Market does not require a ruling from the Commission approving the Agreement or the Payment. In the event any person challenges the portion of the FCC Decision which rules that the settlement of a licensee market does not require Commission approval, the Parties shall cooperate to oppose the challenge.

3. Payment Terms. Unless accelerated pursuant to this provision, the Payment shall be due and payable in six installments of \$11,200 payable on the first of each month following the six month anniversary of date on which a Commission order reinstating the Authorization, and terminating the show cause proceeding as to the Authorization, has become a Final Order. The payment obligation shall be accelerated, and the Payment shall be payable in full on the earlier of (a) the date of consummation of an assignment, transfer of control or a sale of Licensee's right, title and interest in and to the Authorization for the Market, whether or not the termination of the revocation proceeding as to the Authorization or of the subsequent assignment or transfer of control application is a Final Order; (b) the execution of a settlement agreement between Licensee and any third party pursuant to which Licensee agrees to relinquish its claims in the Consolidated Proceeding with respect to the Market, to turn in any Authorization or otherwise to abandon those rights it may have in the Market. Interest shall accrue on unpaid sums at an annual rate

of 10% commencing on the 4th month after the first installment payment is due and payable. Licensee shall be deemed relieved of the obligation to make the Payment if the Authorization is not reinstated and none of the conditions set forth in subparagraphs 4(a)(b) and (c) of this section are satisfied. For purposes of this Agreement, the term Final Order shall mean an order with respect to the Authorization, whether or not administrative or judicial, which, by lapse of time or otherwise, is no longer subject to reconsideration, review, or appeal.

4. Forbearance of Petitioners. Except as otherwise explicitly contemplated by this Agreement, Petitioners shall not further oppose, object to, protest, petition against or otherwise comment adversely upon Licensees entitlement to the Authorization, or seek to participate further with respect to any Licensee request for reconsideration, review or appeal of the portion of the FCC Decision revoking the Authorization. All pending pleadings filed by Petitioners directly adverse to Alee shall be withdrawn upon execution of this Agreement by all Parties. In the event of further proceedings with respect to the Authorization before the Commission upon further review, before the U. S. Court of Appeals for the District of Columbia Circuit pursuant to appeal, or before an administrative law judge pursuant to remand, Petitioners agree, subject to the understandings otherwise set forth in this Agreement, that they shall take no adverse position with reference to the Authorization and the Licensee. Petitioners further agree

that none of them shall oppose, object to, protest, petition against or otherwise comment adversely upon any major modification, assignment, transfer, point-to-point microwave, FCC Form 489 or any other applications, notifications or filings by Licensee respecting the Authorization and the Market before the Commission and any other regulatory or judicial forum whatsoever, provided that Licensee is not in breach of the terms of this Agreement.

5. Forbearance of Licensee; Withdrawal of Pleadings:

Licensees shall not oppose, object to, protest, petition against or otherwise comment adversely upon or seek reconsideration of, review or appeal (a) the portion of the FCC Decision approving the settlements to which the petitioners are a party, (b) the portion of the FCC Decision ruling that settlements between a licensee and petitioner are not subject to prior FCC approval or (c) any further motion, petition or filing by Petitioners seeking FCC approval of settlement payments to Petitioners. In the event of further proceedings with respect to the entitlement of Petitioners to settlement payments arising out of the relinquishments of rights in the Consolidated Proceeding, or the procedures that apply with respect to such payments, before the Commission upon reconsideration or further review, before the U. S. Court of Appeals for the District of Columbia Circuit pursuant to appeal, or before an administrative law judge pursuant to remand, Licensee agrees that it shall take no adverse position with reference to the Petitioners. All pending pleadings of Licensees adverse to